



**DEFENSE LOGISTICS AGENCY**  
DEFENSE ENERGY SUPPORT CENTER  
8725 JOHN J. KINGMAN ROAD, SUITE 4950  
FORT BELVOIR, VA 22060-6222

REPLY  
REFERTO: DESC-PLC

26 April 2001

Dear Prospective Offeror:

On 14 June 2001 at 2:00 p.m. local time, the Defense Energy Support Center will close and consider offers for the **sale** of approximately 2,000,000 USG of Fuel Oil, Reclaimed (FOR) under Solicitation **SP0600-01-R-0068**. Offers are to be addressed to:

ATTN: BID CUSTODIAN, DESC-CPC RM 3815  
DEFENSE ENERGY SUPPORT CENTER (DESC)  
8725 JOHN J. KINGMAN RD STE 4950  
FT BELVOIR VA 22060-6220

Offers may also be submitted by facsimile. Offerors should use the facsimile number: (703) 767-8506. Please refer to the enclosed instructions for submitting offers under this solicitation.

The Government stipulates that FOR for Sale will meet or exceed MIL -PRF-24951 B, however, please note under Clause C.2 Condition of Product, "**All product listed herein is offered for sale "AS-IS". "AS-IS"** means the Government makes no warranty, express or implied, as to quantity, kind, character, quality, weight, size, or description of any of the product, or its fitness for any use or purpose. The product will be sold in United States Gallons (USG)." **The Offeror is invited to inspect and sample the product currently available on-site for an idea of the general characteristics of the fuel to be sold at FISC San Diego. The successful contractor may sample fuel throughout the year to verify the characteristics of the fuel it will be picking-upon site. Arrangements for such sampling can be made with the Point of Contact on-site, designated in C.I.**

The format for this solicitation is "**negotiated**", which allows the Government to discuss issues regarding price, removal period, quantity, prompt payment discounts, or any other provisions of this solicitation. However, the Government may award a contract without discussions with Offerors. *The Government reserves the right to cancel this solicitation in its entirety if offered prices are determined to be not in the best interest of the Government.* Therefore, each initial offer should contain the Offeror's *best* terms from a cost or price standpoint.

Thank you for your interest in the Defense Energy Support Center sales program. Should you have any concerns or questions regarding this sales initiative please contact Ms. Patti Burke, Contract Specialist, (703) 767 -9503, [pburke@desc.dla.mil](mailto:pburke@desc.dla.mil), or the undersigned at (703) 767-9511, [kriso@desc.dla.mil](mailto:kriso@desc.dla.mil).

Sincerely,

KATHRYN R. RISO  
Contracting Officer  
Ground Fuels Division II  
Direct Delivery Fuels





**DEFENSE LOGISTICS AGENCY**  
**DEFENSE ENERGY SUPPORT CENTER (DESC)**  
**Ground Fuels Division II, DESC-PLC**  
**8725 JOHN J. KINGMAN RD, STE 4950**  
**FT BELVOIR VA 22060-6222**

FACSIMILE: (703) 767-8506 or DSN 427-8506

<http://www.desc.dla.mil>

*PLEASE CHECK OUT THE DESC HOME PAGE ON THE WORLD WIDE WEB*

**SP0600-01-R-0068**

**SOLICITATION OF OFFERS**

**FOR SALE OF**

**FUEL OIL, RECLAIMED (FOR)**

**AT**

**Fleet and Industrial Supply Center (FISC)**  
**San Diego, CA**

**Offers Closing Date: 14 June 2001**

|                             |                        |
|-----------------------------|------------------------|
| <b>CONTRACT SPECIALIST:</b> | <b>PATRICIA BURKE</b>  |
| <b>PHONE:</b>               | <b>(703) 767-9503</b>  |
| <b>CONTRACTING OFFICER:</b> | <b>KATHRYN R. RISO</b> |
| <b>PHONE:</b>               | <b>(703) 767-9511</b>  |

# TABLE OF CONTENTS

|   |           |
|---|-----------|
| <b>SECTION A – SOLICITATION</b>   | <b>3</b>  |
| A.1 Introduction/Description  | 3         |
| <b>SECTION B – PRICE</b>  | <b>3</b>  |
| B.1 Preparation and Submission of Offers  | 3         |
| B.2 Modification and Withdrawal of Offers   | 4         |
| B.3 Facsimile Offers, Modifications, and Withdrawals  | 4         |
| B.4 Late Submissions, Modifications, and Withdrawals of Offers  | 4         |
| B.5 Consideration of Offers   | 5         |
| B.6 Contract Award  | 6         |
| B.7 Economic Price Adjustment   | 6         |
| <b>SECTION C - INSPECTION</b>   | <b>7</b>  |
| C.1 Inspection  | 7         |
| C.2 Condition of Product  | 7         |
| <b>SECTION D – PAYMENT</b>  | <b>7</b>  |
| D.1 Payment   | 8         |
| D.2 Payment Due Date  | 8         |
| D.3 Title   | 8         |
| D.4 Payment Address   | 8         |
| D.5 Interest  | 8         |
| D.6 Letter of Credit  | 9         |
| D.7 Cashier's Check (Optional)  | 9         |
| <b>SECTION E – ORDERING//REQUIREMENTS//REMOVAL OF PRODUCT</b>   | <b>9</b>  |
| <b>SECTION F – SHIPPING</b>   | <b>10</b> |
| F.1 Outloading  | 10        |
| F.2 Quantity Determination  | 11        |
| F.3 Insurance Requirements  | 11        |
| F.4 Assumption of Risk and Disclaimer of Liability  | 11        |
| F.5 Safety and Fuel Spills  | 11        |
| F.6 Environmental Protection and Precautions of Packing Materials                                       | 11        |
| <b>SECTION G – CONTRACT ADMINISTRATION DATA</b>   | <b>12</b> |
| G.1 Termination for Cause   | 12        |
| G.2 Disputes  | 13        |
| G.3 Termination for the Convenience of the Government   | 13        |
| G.4 Protests  | 13        |
| G.5 Excusable Delays  | 13        |
| G.6 Modification  | 13        |
| G.7 Officials Not to Benefit  | 13        |
| G.8 Covenant Against Contingent Fees  | 13        |
| G.9 Extension Provisions  | 14        |
| <b>SECTION H – DEFINITIONS</b>  | <b>14</b> |
| <b>SECTION I – CERTIFICATIONS</b>   | <b>15</b> |
| I.1 Taxpayer Identification Number (TIN)  | 15        |
| I.2 Contingent Fee Representation and Agreement   | 15        |
| I.3 Certification Regarding Debarment, Suspension, Proposed Debarment, and other Responsibility Matters | 15        |
| I.4 Certification for Intended Use of Purchased Product   | 16        |
| I.5 Certification for Letter of Credit/Cashier's Check (Optional)                                       | 17        |
| I.6 Barge Free Time and Demurrage Charges   | 17        |
| I.7 Transport Truck and/or Truck and Trailer Free Time and Detention Rates                              | 17        |
| <b>SECTION J – EXHIBITS</b>   | <b>18</b> |
| J.1 EXHIBIT A – Solicitation/Contract for Sale of Product   |           |
| J.2 EXHIBIT B – Specification MIL-F-24951B (SA), 10 Feb 95  |           |
| J.3 EXHIBIT C – Material Safety Data Sheets   |           |
| J.4 EXHIBIT D – Sample – Irrevocable Standby Letter of Credit   |           |

## SECTION A – SOLICITATION

### A.1 Introduction/Description

a. The Defense Energy Support Center (DESC), is soliciting written offers for the sale of approximately **2,000,000** United States Gallons (USG) of **Fuel Oil, Reclaimed (FOR)** located at **San Diego, CA**. Fuel to be picked-up from four different locations, see Schedule at Exhibit A.

b. The deadline for the receipt of offers is **2:00 p.m.**, local time Fort Belvoir, Virginia, USA, on **14 June 2000**. Offers should be based on the terms and conditions set forth in this solicitation.

## SECTION B – PRICE

### B.1 Preparation and Submission of Offers

a. The minimum offer for this product shall be for the removal of all FOR sold during the contract period. An offer for less than the minimum quantity shall be considered non-responsive. Offerors should telephone the Contracting Officer at (703) 767-9511 or Contract Specialist at (703) 767-9503, prior to the submission of an offer to clarify issues or resolve concerns regarding this sale initiative.

b. All offers are to be fully executed and must be submitted with an original signature appearing on the form provided in **EXHIBIT A – Solicitation/Contract for Sale of Product**. The Offeror shall:

- (1) enter the mode of pick-up to be used;
- (2) enter the unit price; and
- (3) the total price in the "Total Offered Price" column. **Offeror must submit prices for each of the items.**

c. Each Offeror shall complete and furnish **SECTION I - Certifications** along with its offer.

d. Original offers and modifications submitted by mail or hand delivered shall be enclosed in a sealed envelope and addressed to:

**ATTN: BID CUSTODIAN, DESC-CPC, RM 3815  
DEFENSE ENERGY SUPPORT CENTER (DESC)  
8725 JOHN J. KINGMAN RD STE 4950  
FORT BELVOIR VA 22060-6220**

e. Place the name and address of the Offeror in the upper left corner and the following information in the lower left corner on the face of the envelope: **Solicitation of Offers: SP0600-01-R-0068.**

f. Offerors may submit facsimile offers under this solicitation. These responses must arrive at the place, and by the time, specified in this solicitation (see **SECTION B.3 – Facsimile Offers, Modifications, and Withdrawals**). Offerors should use the facsimile number: **(703) 767-8506.**

g. **Offers are to be entered in the space(s) provided in EXHIBIT A – Solicitation/Contract for Sale of Product. By the submission of an offer, the Offeror agrees to be bound by the terms and conditions of this solicitation.**

h. The format for this solicitation is "negotiated", which allows the Government to discuss issues regarding price, removal period, quantity, prompt payment discounts, or any other provisions of this solicitation. However, the Government may award a contract without discussions with Offerors. ***The Government reserves the right to cancel this solicitation in its entirety if offered prices are determined to be not in the best interest of the Government.*** Therefore, each initial offer should contain the Offeror's **best** terms from a cost or price standpoint.

i. In compliance with the solicitation, the Offeror agrees, **if this offer is accepted within thirty (30) calendar days or other longer period specified in its offer**, to purchase all product on which offers are made at the price offered (pursuant to Economic Price Adjustment, See Section B.7). The offeror also agrees to take delivery of the product within the removal period specified in SECTION E - Removal of Product or within the period specified in each shipment order.

## **B.2 Modification and Withdrawal of Offers**

- a.** Offers may be withdrawn or modified by written notice or facsimile or telegram received at any time prior to the exact time specified for receipt of offers (see **SECTION B.3 – Facsimile Offers, Modifications, and Withdrawals** below).
- b.** Prior to the exact time specified for receipt of offers, an offer may be withdrawn in person by an Offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

## **B.3 Facsimile Offers, Modifications, and Withdrawals**

Offers, modifications, and withdrawals submitted by facsimile will be accepted any time prior to the exact time set for the receipt of offers. Offerors should use the facsimile number: **(703) 767-8506**.

**(1)** Definition. "Facsimile offer/modification", as used in the solicitation, means an offer, a modification of an offer, or withdrawal of an offer that is transmitted to and received by the Government via electronic equipment that communicates and reproduces both printed and handwritten material.

**(2)** Facsimile offers/modifications that reject any of the terms, conditions, and provisions of this solicitation, are otherwise incomplete, or contain garbled information, may be excluded from consideration.

**(3)** Facsimile offers/modifications must contain the required signatures.

**(4)** If requested to do so by the Contracting Officer, the apparently successful Offeror agrees to promptly submit the complete original signed offer/modification.

**(5)** If the Offeror chooses to transmit a facsimile offer/modification, the Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile offer/modification including, but not limited to, the following:

- (a)** Receipt of garbled or incomplete offer/modification.
- (b)** Availability or condition of the receiving facsimile equipment.
- (c)** Incompatibility between the sending and receiving equipment.
- (d)** Delay in transmission or receipt of the offer/modification.
- (e)** Failure of the Offeror to properly identify the offer/modification.
- (f)** Illegibility of offer/modification.
- (g)** Security of the data contained in the offer/modification.

## **B.4 Late Submissions, Modifications, and Withdrawals of Offers**

**a.** Any offer received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it:

**(1)** Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 10th of the month must have been mailed by the 5th); or

**(2)** Was sent by mail and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation; or

**(3)** Was sent by US Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term working days excludes weekends and US Federal holidays; or

**(4)** Is the only offer received.

**b.** Any modification or withdrawal of an offer, except a modification resulting in the Contracting Officer's request for a "final proposal revision", is subject to the same conditions as in Subparagraphs **a.(1), (2), and (3)** above.

#### **B.4 Continued**

**c.** A modification resulting from the Contracting Officer's request for final proposal revision received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the Government after receipt at the Government installation.

**d.** The only acceptable evidence to establish the date of mailing of a late offer or modification sent either by registered or certified mail is the US or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the US or Canadian Postal Service. Both postmarks must show a legible date or the offer or modification shall be processed as if mailed late. Postmark means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the US or Canadian Postal Service on the date of mailing. Therefore, Offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

**e.** The only acceptable evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the proposal wrapper or other documentary evidence of receipt maintained by the installation.

**f.** The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the US Postal Service. "Postmark" has the same meaning as defined in Paragraph **d.** above, excluding postmarks of the Canadian Postal Service. Therefore, Offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

**g.** Notwithstanding Paragraph **a.** above, a late modification of an otherwise successful offer that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

**h.** Offers may be modified or withdrawn by written notice, facsimile or telegram received at any time before award (see **SECTION B.3 – Facsimile Offers, Modifications, and Withdrawals**).

**i.** Prior to award, an offer may be withdrawn in person by an Offeror or the offeror's authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

#### **B.5 Consideration of Offers**

**a.** The Government will award a contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Government, cost or price, and other factors considered.

**b.** The Government reserves the right to reject any or all offers, to waive any informalities and minor irregularities in an offer, and unless otherwise specified by the Offeror, to accept any one item or group of items in an offer, as may be in the best interest of the Government.

**c.** The Government may award a contract on the basis of initial offers received, without discussions. Accordingly, each initial offer should be submitted on the most favorable terms, which the Offeror can submit to the Government. However, the Government reserves the right to conduct discussions if it is later determined by the Contracting Officer to be necessary.

**d.** The Government reserves the right to award a quantity less than the quantity offered, at the unit price offered, unless the Offeror specifies otherwise in the offer.

**e.** When more than one offer has been received for product listed in the solicitation, the Government reserves the right, at its discretion, to request final proposal revisions from those Offerors who have submitted responsive offers. In the event the Government requests final proposal revisions, a date and time for receipt of such offers will be set forth in the request. Any final proposal revisions received after the time and date specified for the receipt of final proposal revisions will not be considered unless they are received before award and the late receipt is due solely to mishandling by the Government after receipt at the Government installation.

**f.** An Offeror may be determined to be non-responsible and therefore ineligible for award if there is a record of poor payment (e.g. checks returned for insufficient funds) or poor performance (failure to pay or remove product in a timely fashion).

## B.6 Contract Award

A written award or acceptance of offer mailed or otherwise furnished to the successful Offeror within the time for acceptance specified herein [30 days] or longer as specified in the offer shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer) whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counter offer by the Government.

## B.7 Economic Price Adjustment

(a) **WARRANTIES.** The Contractor warrants that--

(1) The unit prices set forth in the Schedule do not include allowances for any portion of the contingency covered by this clause; and

(2) The prices to be invoiced hereunder shall be computed in accordance with the provisions of this clause.

(b) **DEFINITIONS.** As used throughout this clause, the term--

(1) **Base price** means--

(i) The unit price offered for an item and included in the contract award schedule; or

(ii) During any subsequent program year, either the effective contract price as of the start of the subsequent program year, or the price agreed upon as of the start of the subsequent program year.

(2) **Base reference price** means the preselected reference price for an item as published on [April 23, 2001](#). In the event one or more applicable reference prices are not (or were not) published on the date shown, then the term **base reference price** means the preselected reference price for an item as published on the date nearest in time prior to the date shown.

(3) **Reference price** means that published reference price or combination of published reference prices preselected by the Government for price adjustment for individual items by product, market area, and publication as specified in (d) below.

(4) **Date of delivery** means--

(i) **For TANKER OR BARGE DELIVERIES.**

**F.O.B. ORIGIN.** The date and time vessel commences loading.

(ii) **FOR TRUCK DELIVERIES.** The date product is received on a truck-by-truck basis.

(5) **Calendar week** means a consecutive seven-day period, beginning with whichever day of the week is specified in (c)(1) below.

(c) **ADJUSTMENTS.** Contract price adjustments shall be provided via notification through contract modifications and/or posting to the DESC web page under the heading **Doing Business with DESC** to reflect any price change pursuant to this clause.

(1) **DAY OF PUBLICATION.**

The reference price in effect on the date of delivery shall be that item's preselected reference price that is **published on the Monday** of the calendar week in which the delivery is made, or, in the event there is no publication in that week, it shall be the item's preselected reference price as last previously published.

(2) **CALCULATIONS.** The prices payable hereunder shall be determined by adding to the award price the same number of cents, or fraction thereof, that the reference price increases or decreases, per like unit of measure. All arithmetical calculations, including the final adjusted unit price, shall be carried to four decimal places, truncated.

(i) If averages are published within a given publication, then these averages will be used.

(ii) If averages are not available within a given publication, manually calculated averages will be used.

(3) **REVISION OF PUBLISHED REFERENCE PRICE.** In the event--

(i) Any applicable reference price is discontinued or its method of derivation is altered substantially; or

(ii) The Contracting Officer determines that the reference price consistently and substantially failed to reflect market conditions--the parties shall mutually agree upon an appropriate and comparable substitute for determining the price adjustments hereunder. The contract shall be modified to reflect such substitute effective on the date the reference price was discontinued, altered, or began to consistently and substantially fail to reflect market conditions.

**B.7 Continued**

(d) **PUBLICATION:** The following publication is used:

**OPIS West Coast (Los Angeles Basin) Light Cycle Posting – Low Average of the Contract Prices**

(e) **BASE REFERENCE:** The base reference price **23 April 2001 is \$ .5500**. Offers should be based on this reference price. Prices will be revised each Monday, by Contract Modification, to reflect the effective weekly price for sales lifted within that calendar week.

**SECTION C – INSPECTION**

**C.1 Inspection**

a. All fuel supplied by the Government shall meet or exceed specifications contained in MIL-F-24951B (SA). Specifications are included at **EXHIBIT B – Specification MIL-F-24951B (SA), 10 Feb 95**.

b. Notwithstanding Paragraph a. above, the product is sold on an **“AS-IS”** basis. Therefore, Offeror is *invited* to inspect and sample the product currently available on-site for an idea of the general characteristics of the product to be sold prior to submitting an offer. Additional sampling throughout the year to verify the characteristics of product being picked-up is also authorized. **Specification tolerances for water and other materials shall be viewed with respect to the entire offered quantity and not a discrete segment offloaded.**

c. The prospective Offeror, or its designee, may at its own cost and expense, take samples not to exceed five (5) gallons. The Government does not warrant any samples of this product to be representative of the entire quantity being offered under this solicitation.

d. Inspection of the product can be arranged by calling **Mr. Stephen Frey (619) 553-1314 extension 239** who will act as an escort. The best time offerors can take tests/samples is between the hours of **7:30 A.M. and 3:00 P.M. Local Time, Monday through Friday.**

e. Any requests should include the name and title of each individual wishing to examine the product. The Government reserves the right to limit the number of individuals seeking access to the **FISC San Diego, CA**. Prospective Offerors will be notified by telephone of the time the product will be available for inspection at the **FISC San Diego, CA**. Requests for an appointment to inspect the product must be made to:

**MR STEPHEN FREY**  
**Fleet & Industrial Supply Center**  
**SAN DIEGO, CA 92132-0489**

**Facsimile Number: (619) 553-4877**  
**Telephone Number (619) 553-1314 {Ext239} or 1321**

**REQUESTS SHOULD BE MADE AS SOON AS POSSIBLE UPON RECEIPT OF ORDER TO SHIP.**

f. Prospective Offerors, their agents, and employees shall at all times comply with applicable rules and regulations in existence at **FISC San Diego, CA**.

**C.2 Condition of Product**

a. All product listed herein is offered for sale **“AS-IS”**. “AS-IS” means the Government makes no warranty, express or implied, as to quantity, kind, character, quality, weight, size, or description of any of the product, or its fitness for any use or purpose. Specification tolerances for water and other materials shall be viewed with respect to the entire offered quantity and not a discrete segment offloaded. The product will be sold in United States Gallons (USG).

b. The description of the product is based on the best information available to the Government.



## SECTION D – PAYMENT

### D.1 Payment

a. The Offeror agrees to pay for product awarded at the price or prices quoted in this offer or as escalated. Payments shall be made in US dollars and shall be paid to the following addressees: [Defense Finance & Accounting Service San Diego; Code AAMB; P.O. Box 429300; San Diego, CA 92142-9300](#) OR [Navy Public Works Center/Environmental Dept., Code 970, 2730 McKean Street, Suite 1 San Diego, CA 92136](#). **Check(s) should be made payable to "Defense Finance & Accounting Service San Diego"** and note the Line of Accounting: **97X4930.NC1A 000 38007 000367 7T SDORECLAIM1B**. Payment of amounts due under the contract shall be made by company check, certified check, cashier's check, or bank check made payable to **the designated office**. All checks must be drawn on a US domestic bank. Foreign checks will not be accepted. **A service charge of \$50.00 will be applied to all returned checks.**

b. Payments shall be accompanied by identifying information including the contract number and a copy of the DD 250 / DD 250-1 (Inspection and Receiving Report); DD1149 (Requisition and Invoice / Shipping Document) and/or other tickets provided by the transporter to show quantity sold. Receipt document will be signed by a Government representative to verify quantity sold.

### D.2 Payment Due Date

The Purchaser shall pay for the product within [ten \(10\) calendar days](#) after receipt of invoice issued by the Defense Finance and Accounting Service (DFAS); or Navy Public Works Center (NPWC). This invoice will be issued promptly after pick-up of fuel by the Purchaser.

### D.3 Title

Title to the product, and risk of loss thereof, shall pass from the Government to the Purchaser at the point the product passes into the Purchaser's [barge, truck](#) or conveyance at the pick-up location designated in **EXHIBIT A – Solicitation/Contract for Sale of Product**.

### D.4 Payment Address

[Defense Finance & Accounting Service \[DFAS\] San Diego](#)  
[OPLOC San Diego, Code AAMB \[ATTN: Sandi Jensen\]](#)  
[4181 Ruffin Road](#)  
[San Diego, CA 92142-9300](#)

[OR](#) [Navy Public Works Center](#)  
[Environmental Dept., Code 970](#)  
[\[ATTN: Shirley Roddy\]](#)  
[2730 McKean Street](#)  
[San Diego, VA 92136](#)

### D.5 Interest

a. Notwithstanding any other clause of this contract, all amounts that become payable by the Offeror to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. Simple interest shall be paid at the rate, fixed by the Secretary of the Treasury as provided in 41 USC. Section 611, which is applicable to the period in which the amount becomes due and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary until the amount due is paid in full.

b. Amounts shall be due at the earliest of the following dates:

(1) [Ten \(10\) calendar days](#) after receipt of invoice issued by DFAS.

(2) The date specified under **SECTION E - Removal of Product**, Paragraph b., if the Purchaser fails to remove the product within the contract removal period; or the date specified in each Order/Instructions from the Ordering Office for individual purchases under this long term sale contract.

(3) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

## D.5 Continued

(4) The date the Government transmits to the Offeror a proposed settlement agreement to confirm completed negotiations establishing the amount of debt.

### D.6 Letter of Credit

a. Within two (2) business days of receipt of award the Purchaser must provide the Contracting Officer an "Irrevocable Standby Letter of Credit" established in favor of the **DFAS – OPLOC -- SAN DIEGO**, and equal to **75%** of the contract award ("contract award" being the estimated quantity **2,000,000** USG multiplied by the award price) and containing the provisions set out in **EXHIBIT D – Sample – Irrevocable Standby Letter of Credit**. The Letter of Credit must be issued by a depository institution located in and authorized to do business in any state of the United States or the District of Columbia, and authorized to issue letters of credit by the banking laws of the United States or any state of the United States or the District of Columbia. The original of the Letter of Credit must be sent to the Contracting Officer at the address specified on the cover page of this solicitation. Failure to provide the Letter of Credit may constitute grounds for termination of the contract(s) for cause.

b. The Letter of Credit must be an "Irrevocable Standby Letter of Credit," and **MUST NOT VARY IN SUBSTANCE** from the sample in **EXHIBIT D**. If the Letter of Credit contains any provisions at variance with **EXHIBIT D**, or fails to include any provisions contained in **EXHIBIT D**, nonconforming provisions must be deleted and any missing provisions must be added or the Letter of Credit will not be accepted. The Letter of Credit must be effective on or before the date of first pick-up under the contract, and remain in effect for the entire contract period, must permit multiple partial drawings, and must contain the contract number. The issuing bank must provide documentation indicating that the person signing the Letter of Credit is authorized to do so, in the form of corporate minutes, the Authorized Signature List, or the General Resolution of Signature Authority.

c. All wire deposit and Letter of Credit costs will be borne by the Purchaser.

d. Within 30 calendar days after the final payment under the contract, the Contracting Officer shall authorize the cancellation of the Letter of Credit and shall return it to the bank or financial institution issuing the Letter of Credit. A copy of the notice of cancellation will be provided to the Purchaser.

### D.7 Cashier's Check (Optional)

In lieu of providing a Letter of Credit under **SECTION D.6** above, the Purchaser may agree to pay for **75%** of product, prior to each shipment initiated under this Contract, by means of a certified or cashier's check issued by a depository institution located in and authorized to do business in any state of the United States or the District of Columbia. Prior to removing product, the Purchaser must provide a certified or cashier's check payable to "**N000367 – DFAS – OPLOC – SAN DIEGO**" for an amount equal to **75%** of the quantity of product stated in the order multiplied by the adjusted price in effect on the date of the product pick-up. The certified or cashier's check must be received, by the individual designated in the D4 Payment Office Address noted above, at or before the time and the place of the product pick-up. Any quantity discrepancies between ordered and received amounts for product will be credited to or charged to the purchaser in the following month.

The balance would be due to be paid within 10 days after receipt of invoice as noted elsewhere in this document.

## SECTION E – ORDERING//REQUIREMENTS//REMOVAL OF PRODUCT

### A. Ordering//Requirements:

1. This is a requirements contract for the sale of product specified, and effective for the period stated in the Contract. The quantities of product offered for sale in the contract are estimates only and are not guaranteed for sale by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in the quantities described as "estimated" or "maximum" in the contract, that fact shall not constitute the basis for an equitable price adjustment.

2. Shipping shall occur only as authorized by orders placed by the Ordering Officer [for the Selling Activity] to the Contractor. The Order will specify a specific remove by date. The Contractor shall pick-up product by the date specified in the Order. Verbal Orders may be placed, however, such verbal orders must be confirmed in writing, by facsimile, within 24 hours of the order being called to the Contractor. **NOTE: Upon receipt of Order actual removal dates and shipping conditions as noted in Outloading below may be adjusted by mutual agreement between the Purchaser and the Ordering Officer or the Purchaser and the DESC Contracting Officer.**

## SECTION E Continued

3. Orders for truck delivery will provide a minimum notice of 48 hours to the Purchaser prior to the actual day specified for removal of the product. Orders for barge delivery will provide a minimum of 24 hours plus normal barge running time from the point of destination to the point of removal.

### B. Removal:

1. The Contract period for removal of the fuel oil purchased under this Contract shall be July 1, 2001 through June 30, 2002.

2. The product sold hereunder shall be removed from the appropriate storage facility within the time specified in the contract or order as noted above. If the Purchaser fails to remove the product on or before the last day of the order removal period through no fault of the Government, an invoice for all product remaining in storage on the last day of the order removal period will be issued by the Government to the Purchaser. The Purchaser is expected to make payment within 10 calendar days, just as if the removal had taken place as ordered. Note: Shipment dates may be adjusted by mutual agreement between the Purchaser and the Ordering Officer or Contracting Officer at DESC.

c. The contract is awarded FOB Origin. The Purchaser shall provide its own offload mechanism to receive the fuel at the pick-up location(s) designated in Exhibit "A"

## SECTION F – SHIPPING

### F.1 Outloading

a. The product is sold on an "AS-IS" basis. Delivery is f.o.b. carrier's conveyance. All trucks shall be fitted for bottom-loading. The FISC San Diego Fuel Department uses four (4)-inch dry break fittings for bottom-loading. The Purchaser shall furnish the Government complete shipping and document distribution instructions and the necessary commercial bills of lading to accomplish shipment. These documents shall be furnished within three (3)-business days after an order for shipment/shipment date has been agreed between the Contractor and the Government. Shipping instructions shall include, but not be limited to, the following:

- (1) Quantity of product to be released.
- (2) Designation of type and kind of conveyance.
- (3) Name of carrier and the name of an individual who will serve as a contact for the carrier (please include a phone number where this contact can be reached).
- (4) "Ship to" location.
- (5) Minimum load per conveyance (optional).
- (6) Desired shipping schedule.
- (7) Warning labels; as required by Federal, State, or local health, environmental, or transportation agencies.
- (8) Any additional pertinent information.

The shipping schedule furnished by the Purchaser shall be coordinated with Mr Steve Frey at FISC San Diego Fuels Department one (1) day prior to the loading date of fuel. Information regarding Government commitments at the storage location involved may be obtained from the address specified in Paragraph c. below. When applicable, instructions furnished shall also include the name of Purchaser's duly authorized agent who, as such, may furnish the above shipping instructions.

b. The Purchaser, its agent and employees shall at all times comply with all applicable rules and regulations existing at the FISC San Diego, CA and comply with all appropriate Federal, State and Local load limitations and any safety, health, and environmental requirements existing at the pick-up locations.

c. The Purchaser is solely responsible for ensuring that the proper fittings and transport equipment is provided for off loading. The government will not be held responsible for delays caused by improper off loading equipment. Shipping instructions and information requested in Paragraph a. above are to be furnished to the following address:

MR. STEVE FREY  
FISC SAN DIEGO  
937 N. HARBOR DRIVE, SUITE 480  
SAN DIEGO, CA 92132  
Facsimile Number: (619) 553-4877  
Telephone Number (619) 553-1314 {EXT 239}  
E-Mail: Stephen\_L\_Frey@sd.fisc.navy.mil

d. Offloading and pick-up(s) shall be completed not later than the date specified in the Order or 30 June 2002. The FOR will be issued from FISC San Diego, CA FOB-Orign into Purchaser's Barge or Tank Truck at Storage Tanks 44 and 63 (Pt. Loma) and Reclaimed Oil Tanks (ROT) 1,2, 3 & 4 (Naval Station San Diego PWC; and Tanks 1093 and 1094 at North Island PWC and Tanks #956 through #960 at MCAS Miramar. Offload Mechanicisms, see specific requirements/flow rates for each location in Exhibit A. Offloading will be performed to the extent that loading facilities and other commitments will permit.

e. The Government reserves the right to schedule and coordinate the offloading of product.

f. The product is sold subject to quantity determination as described in **SECTION F.2 – Quantity Determination**.

g. DESC should be contacted in emergencies for assistance during the off load by calling:

Operations Center, Contingency Plans and Operations Division (DESC-DL) Telephone: (703) 767-8420.

h. The Government shall be afforded the opportunity to inspect the transport conveyance before and after offloading of the product. Furthermore, the Government shall be afforded an opportunity to retain a sample of the product dispensed into the transport conveyance. The Purchaser should report any unforeseen problems to the DESC Operations Center, Contingency Plans and Operations Division immediately, see Paragraph g. above.

## F.2 Quantity Determination

The quantity of product purchased under this contract shall be determined as follows:

a. FISC San Diego, CA Fuel Department meters or automatic tank gauges shall be used to determine the actual amounts of fuel issued depending on the mode of transport chosen by the Purchaser. These meters are calibrated semi-annually.

b. A copy of the barge, truck or other Purchaser conveyance metered loading ticket, signed for verification of quality lifted, by a Government representative at the removal site, will be provided to the Paying Office with the check paying for the fuel purchased.

## F.3 Insurance Requirements

The Purchaser agrees to procure and maintain, and require any subcontractor to procure and maintain, during the term of this contract, or any extension thereof, adequate motor vehicle and general public liability and property damage insurance covering all duties and work to be performed under this contract, insuring against any third party claim for bodily injury or property damage, and Workman's Compensation and Employer's Liability Insurance and other legally required insurance for protection of employees. The motor vehicle and general public liability insurance shall provide limits of liability for bodily injury of not less than \$200,000 for each person and \$500,000 for each occurrence and property damage limits of not less than \$100,000 for each accident.

## F.4 Assumption of Risk and Disclaimer of Liability

The Purchaser, its assignees or agents, assumes full responsibility for all injury or damage to persons or property occasioned by or occurring in connection with or incident to any use or possession of this product. The Government assumes no liability for any damages to the property of the Purchaser or any other person or property, or for any personal injury, illness, disability or death to the Purchaser, Purchaser's employees or any other person subject to Purchaser's control, or for any other consequential damages arising from or incident to Purchaser's control, or for any other consequential damages arising from or incident to the purchase, use, loading, processing, disposition, or any subsequent operation performed upon,

#### F.4 Continued

exposure to or contact with any component, part, constituent or ingredient of this item, material or substance. The Purchaser agrees to include this clause in any transportation contract for removal of the product.

#### F.5 Safety and Fuel Spills

a. The Purchaser shall take all measures as required by law to prevent oil spills at the pick-up locations (including, but not limited to, any spilling, leaking, pumping, pouring, emitting, emptying or dumping into or onto any land or water). In the event the Contractor spills any oil the Purchaser shall be responsible for the containment, cleanup, and disposal of the oil spilled. Should the Purchaser fail or refuse to take the appropriate containment, cleanup and disposal actions, the Government may do so itself. The Purchaser shall reimburse the Government for all expenses incurred including fines levied by Federal, State or local Governments. The Purchaser shall adhere to all US Navy safety regulations while on US Navy Property.

b. At the discretion of the Ordering Officer, FISC San Diego, CA Fuel Department and/or NAVSTA San Diego Port Operations can provide for fuel containment and assist in spill cleanup on base at the pick-up location(s) designated in EXHIBIT A – Solicitation/Contract for Sale of Product.

c. Any fuel spills, which occur off base during shipment for the product, shall be the sole responsibility of the Purchaser.

#### F.6 Environmental Protection and Precautions of Packing Materials

a. The Purchaser hereby agrees to comply with all applicable federal, state, or local laws, governing the storage, handling, transportation, disposal, and disposition of product. **Material Safety Data Sheets as required by OSHA Hazard Communication Standard-29 CFR 1910.1200 are incorporated herein. (See EXHIBIT C - Material Safety Data Sheets).** (See also 29 CFR 1910.1000, Table Z-3). It is the responsibility of the Purchaser to further communicate this information to the distributor, manufacturer, user, and/or transporter of this material as may be required by federal regulations.

b. The purchaser shall provide documentation to the Government of compliance with 40 CFR Part 279 for any FOR burned for energy recovery.

c. The Government reserves the right to conduct reasonable inspection of the Offeror's and/or its agent's representatives, assignee's and/or vendor's transportation conveyances and/or equipment utilized to effect removal of property purchased under this offering. Such action may be accomplished prior to, during, and/or subsequent to removal of property from Government premises. The Offeror shall furnish Government employees, and/or authorized Government representatives, with access and any reasonable assistance required conducting such inspections.

**HEALTH WARNING.** As part of this solicitation, a specific detailed Materials Safety Data Sheet has been provided. This data provides specific toxicity and health related data for the protection of human health and the environment. Offerors should review this information carefully prior to submitting an offer. This data sheet should be reviewed carefully by all that use, handle, transport, and/or store this material. Guidance in these documents should be adhered to and communicated to all involved.

### SECTION G – CONTRACT ADMINISTRATION DATA

#### G.1 Termination for Cause

a. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not sold, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

b. If the Government terminates the Purchaser for cause, it may subsequently resell the product for the Purchaser's account, under the terms and in the manner the Contracting Officer considers appropriate, and assess the Purchaser the difference between the contract price and the price obtained on resale as actual damages. In no event will the Purchaser be refunded any monies due to the Government obtaining a greater price on resale, nor will an accounting of money be made until resale is complete. In the event that the Government does not succeed in reselling the product within 12 months, the Purchaser may be held liable for the full contract price.

## **G.2 Disputes**

This contract is subject to the Contract Disputes Act of 1978, as amended (41 USC 601-613) (the Act). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause of FAR 52.233-1, DISPUTES, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

## **G.3 Termination for the Convenience of the Government**

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Government shall only be liable for actual costs incurred by the Purchaser before the effective date of termination.

## **G.4 Protests**

a. Protests that are filed directly with the Defense Energy Support Center and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer by obtaining written and dated acknowledgment of receipt from:

**ATTN: DENNIS STANLEY, DESC-CPB RM 4729  
DEFENSE ENERGY SUPPORT CENTER (DESC)  
8725 JOHN J. KINGMAN RD STE 4950  
FORT BELVOIR VA 22060-6222**

b. The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

## **G.5 Excusable Delays**

The contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

## **G.6 Modification**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the DESC Contracting Officer; Orders may be modified by the Ordering Officer.

## **G.7 Officials Not to Benefit**

No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

## **G.8 Covenant Against Contingent Fees**

a. The Offeror warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to add to the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

b. "Bona fide agency," as used in this Paragraph, means an established commercial or selling agency, maintained by a Purchaser for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

c. "Bona fide employee," as used in this Paragraph, means a person, employed by a Offeror and subject to the Offeror's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

d. "Contingent fee," as used in this Paragraph, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

e. "Improper influence," as used in this Paragraph, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

## **G.9 Extension Provisions**

### **I209.09 EXTENSION PROVISIONS (PC&S) (DESC OCT 1994)**

(a) The DESC Contracting Officer reserves the right to unilaterally extend this contract on the same terms and conditions one or more times for a total of no more than six months. Notice of contract extension will be forwarded to the Contractor 30 days prior to expiration of this contract or any extension thereof. However, nothing in this clause precludes the Contractor from agreeing to an extension of the contract if the DESC Contracting Officer fails to issue the notice within the 30 day time frame.

(b) The foregoing extension may be exercised by the DESC Contracting Officer where continued performance is required until a follow-on contract is awarded or, in the event a follow-on contract has been awarded, until a succeeding Contractor is positioned to commence performance.

(c) Extension of this contract shall be considered to have been accomplished at the time the DESC Contracting Officer provides written notification to the Contractor by facsimile or by mail.

**(DESC 52.217-9F20)**

## **SECTION H – DEFINITIONS**

As used throughout this solicitation, the following terms shall have the meaning set forth below:

a. The term "Contracting Officer" means a US Government person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.

b. The term "Offeror" or "Purchaser" herein means Contractor.

**(This SECTION is to be completed and returned with your offer)**

## **SECTION I – CERTIFICATIONS**

### **I.1 Taxpayer Identification Number (TIN)**

**a.** All offerors must submit the information required in Paragraph **c.** below to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

**b.** The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

**c. TAXPAYER IDENTIFICATION NUMBER (TIN).**

☐ TIN: \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other. State basis. \_\_\_\_\_

### **I.2 Contingent Fee Representation and Agreement**

**a.** Representation. The Offeror represents that, except for full-time bona fide employees working solely for the Offeror, the Offeror: (NOTE: The Offeror must check the appropriate boxes. For interpretation of the representation, including the term bona fide employee, See **SECTION G.8 – Covenant Against Contingent Fees**)

(1) ☐ has, ☐ has not employed or retained any person or company to solicit or obtain this contract; and

(2) ☐ has, ☐ has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

**b.** Agreement. The Offeror agrees to provide information relating to the above Representation as requested by the Contracting Officer and, when Subparagraph **a.(1)** or **a.(2)** above is answered affirmatively, to promptly submit to the Contracting Officer–

(1) A completed Standard Form 119, Statement of Contingent or Other Fees, (SF 119); or

(2) A signed statement indicating that the SF 119 was previously submitted to the same Contracting Officer, including the date and applicable solicitation or contract number, and representing that the prior SF 119 applies to this offer or quotation.

### **I.3 Certification Regarding Debarment, Suspension, Proposed Debarment, and other Responsibility Matters**

**a. (1)** The Offeror certifies, to the best of its knowledge and belief, that

**(a)** The Offeror and/or any of its Principals–

**(i)** ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by an Federal agency.



### I.3 Continued

(ii) [ ] Have, [ ] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(iii) [ ] Are, [ ] are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in Subparagraph a.(1)(a)(ii) above.

(b) The Offeror [ ] has, [ ] has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Section 1001, Title 18, United States Code.

b. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous by reason of changed circumstances.

c. A certification that any of the items in Paragraph a. above exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

d. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required in Paragraph a. above. The knowledge and information of a Offeror is not required to exceed that which is normally processed by a prudent person in the ordinary course of business dealings.

e. The certification in Paragraph a. above is material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to the other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

### I.4 Certification for Intended Use of Purchased Product

a. Offeror certifies that it intends to use or resell the product for non-taxable purposes as defined in 26 U.S.C. S4041 and not for use in highway motor vehicles.

b. Offeror certifies that product purchased under this solicitation will not be resold to the US Government.

c. Offeror certifies the intended use of the product is: \_\_\_\_\_

\_\_\_\_\_  
(Offeror's Signature)

### I.5 Certification for Letter of Credit/Cashier's Check (Optional)

Reference **SECTION D.6 – Letter of Credit** and **D.7 – Cashier's Check (Optional)**. Offeror must initial one of the following:

(a) Purchaser elects to provide a Letter of Credit in accordance with **SECTION D.6** \_\_\_\_\_ (*initial*); or

Purchaser elects to pay for product by certified or cashier's check in accordance with **SECTION D.7** \_\_\_\_\_ (*initial*).

### I.6 Barge Free Time and Demurrage Charges

a. Unless the offeror indicates otherwise, free time will be unlimited.

| <u>ITEM</u> | <u>FREE TIME ALLOWED</u> | <u>DEMURRAGE BEYOND FREE TIME</u> |            |              |
|-------------|--------------------------|-----------------------------------|------------|--------------|
|             |                          | <u>BARGE</u>                      | <u>TUG</u> | <u>OTHER</u> |

Notwithstanding the above, the Government is entitled to at least as much free time as is allowed by the common carrier or that the Purchaser normally allows its regular commercial customers, whichever is greater. In addition, the Government will not pay more in detention rates than the actual rate charged by the common carrier or the rate the Purchaser normally charges its regular commercial customers, whichever is lower.

**UNLESS PURCHASER INDICATES OTHERWISE, FREE TIME WILL BE CONSIDERED UNLIMITED**

### I.7 Transport Truck and/or Truck and Trailer Free Time and Detention Rates

a. Upon arrival of Contractor's transport truck or truck and trailer, the selling activity shall promptly designate the offload point from which the fuel will be obtained. Contractor will be paid for detention beyond free time for delays caused by the Government. **A minimum of one hour free time is required for each delivery or hook-up.**

(1) Free time for loading a transport truck, or truck and trailer in excess of one hour \_\_\_\_\_.

(2) Rate for detention beyond free time: \_\_\_\_\_.

(3) Detention rate will not be considered as part of the evaluation of offers for award.

b. Unless the offeror indicates otherwise, free time will be unlimited. Detention costs do not apply to tank wagon or to multiple drop transport truck or truck and trailer deliveries. Detention costs will be the sole responsibility of the activity incurring them. Any invoice for detention costs will be forwarded directly to the activity receiving the product.

c. Notwithstanding the above, the Government is entitled to at least as much free time as is allowed by the common carrier or that the Purchaser normally allows its regular commercial customers, whichever is greater. In addition, the Government will not pay more in detention rates than the actual rate charged by the common carrier or the rate the Purchaser normally charges its regular commercial customers, whichever is lower.

**UNLESS PURCHASER INDICATES OTHERWISE, FREE TIME WILL BE CONSIDERED UNLIMITED**

**SECTION J – EXHIBITS****J.1 EXHIBIT A – Solicitation/Contract for Sale of Product****J.2 EXHIBIT B – Specification MIL-F-24951B (SA), 10 Feb 95****J.3 EXHIBIT C – Material Safety Data Sheets****J.4 EXHIBIT D – Sample – Irrevocable Standby Letter of Credit**

# SOLICITATION/CONTRACT FOR SALE OF PRODUCT

OFFEROR TO COMPLETE

| SALE OF GOVERNMENT PROPERTY<br>NEGOTIATED SALES CONTRACT   |  | CONTRACT NUMBER<br><b>SP0600-</b> |   | PAGE<br>1 of 3 |                 |
|--|--|-----------------------------------|---|----------------|-----------------|
| This contract is entered into by and between the United States of America, hereinafter called the "Government," represented by the Contracting Officer executing this contract and the Purchaser below identified. The Government agrees to sell and the Purchaser agrees to buy the material described below in accordance with the terms and conditions of <b>SP0600-01-R-0068</b> , incorporated herein by reference. |  |                                   |   |                |                 |
| ITEM   | PROPERTY DESCRIPTION AND LOCATION  | QUANTITY<br>(Offered)             | UNIT  | UNIT<br>PRICE  | TOTAL<br>AMOUNT |
| 0001   | <b>FUEL OIL, RECLAIMED (FOR).</b> (See <b>NOTE 1</b> on Page 2.)<br><b>LOCATION:</b> Fleet and Industrial Supply Center (FISC) San Diego, California (Pt. Loma)<br><b>ISSUE TANK</b> – Storage Tanks 44 & 63<br><b>FOB ORIGIN</b> – (Contractor furnished Barge or Truck) –<br><b>OFF LOAD MECHANISM:</b><br>a. Contractor owned tank truck between the hours of 0700 – 1430<br>Monday – Friday: Flow Rate – 200 GPM<br>b. Contractor owned barge 24 hours/day, seven (7) days a week.<br>Flow Rate – 300 BBL per hour | <b>700,000</b><br>(Estimated)     | USG   | \$             | \$              |
| 0002   | <b>FUEL OIL, RECLAIMED (FOR).</b> (See <b>NOTE 1</b> on PAGE 2.)<br><b>LOCATION:</b> Naval Station San Diego PWC<br><b>ISSUE TANK</b> – Reclaimed Oil Tanks 1, 2, 3, and 4<br><b>FOB ORIGIN</b> – (Contractor furnished Truck) –<br><b>OFF LOAD MECHANISM:</b> Contractor owned tank truck between the hours of 0600 – 1800, seven (7) days a week (Vacuum truck is required)<br><u>Flow Rate</u> – 100 GPM<br><br>SEE PAGE 2 FOR LINE ITEM 0003.  | <b>700,000</b><br>(Estimated)     | USG   | \$             | \$              |
| EXECUTION BY PURCHASER   |  |                                   | EXECUTION BY GOVERNMENT   |                |                 |
| DATE (Day, Month, Year)  |  |                                   | UNITED STATES OF AMERICA BY:<br>DEFENSE ENERGY SUPPORT CENTER<br>8725 JOHN J. KINGMAN RD STE 4950<br>FORT BELVOIR VA 22060-6222 |                | DATE:           |
| NAME OF PURCHASER  |  |                                   |   |                |                 |
| ADDRESS (Street, City, State & Zip Code) (Type or Print)   |  |                                   | NAME AND TITLE OF CONTRACTING OFFICER   |                |                 |
| Phone: FAX:<br>E-Mail:   |  |                                   | Contracting Officer <b>DESC-PLC</b> (Signature)<br>(Agency)   |                |                 |
| SIGNATURE AND TITLE OF PERSON AUTHORIZED TO SIGN THIS<br>CONTRACT (Type or print NAME and TITLE under signature)   |  |                                   | <b>KATHRYN R. RISO</b><br>Contracting Officer<br>Ground Fuels Division II<br>Direct Delivery Fuels                              |                |                 |
|  |  |                                   |   |                |                 |
| (Signature)  |  |                                   |   |                |                 |

# **SOLICITATION/CONTRACT FOR SALE OF PRODUCT**

## **OFFEROR TO COMPLETE**

| ITEM | PROPERTY DESCRIPTION<br>AND LOCATION  | QUANTITY<br>OFFERED | UNIT | UNIT<br>PRICE | TOTAL EST<br>DLR AMOUNT |
|------|---|---------------------|------|---------------|-------------------------|
| 0003 | FUEL OIL, RECLAIMED ( <b>FOR</b> )<br>(See <b>NOTE 1</b> below)<br><b>LOCATION:</b> North Island PWC<br><b>ISSUE TANKS</b> – Tanks 1093 and 1004<br><b>FOB ORIGIN</b> – Contractor Furnished Tank Vessel<br><b>OFF LOAD MECHANISM:</b> Contractor owned Tank Truck (7) days a week<br>Special Note: There is no truck movement through the city of Coronado<br>Between the hours of 0700–0800 and 1600--1700 seven days a week)<br><b>Flow Rate</b> – 100 GPM | 500,000             | USG  | \$ _____      | \$ _____                |
| 0004 | FUEL OIL, RECLAIMED (FOR)<br>(See <b>NOTE 1</b> below)<br><b>LOCATION:</b> MCAS MIRAMAR, CA<br><b>ISSUE TANKS</b> – Tanks 956, 957, 958, 959 and 960<br><b>OFF LOAD MECHANICISM:</b> Contractor-owned Tank Truck<br>Monday-Friday between the hours of 0700-1800 (7 AM to 6 PM)<br>Typical 3 inch or 4 inch Camlock connectors  | 100,000             | USG  | \$ _____      | \$ _____                |

**Note 1:** The Offeror is invited to inspect the product on site prior to submitting an offer. The Government stipulates that the fuel supplied shall meet or exceed MIL-PRF-24951B(SA); however, fuel is sold on an "AS IS" basis and there is no guarantee of the specific characteristics of product for Sale. Contractors are authorized to take samples at any time throughout the year to verify quality of the fuel being picked-up. Also, review **SECTION A.2 Description** and **C.2 Condition of Product**, of this Solicitation.

**Note 2.** Due to Administrative considerations, only one (1) contract will be awarded for all items under the Solicitation. Therefore, the Government will evaluate offers based on the best aggregate price for all four items.

**Note 3. CONTRACT PERIOD: JULY 1, 2001 through June 30, 2002.**

### **PAYMENT ADDRESS:**

Defense Finance & Accounting Service, San Diego  
OPLOC San Diego, Code AAMB [ATTN: Sandi Jensen]  
4181 Ruffin Road  
San Diego, CA 92123

[100% of FISC Item 0001 and Miramar Item 0004 and 20% of the 2 PWC item Sales checks are mailed to this DFAS address]

Navy Public Works Center  
Environmental Dept, Code 970 [ATTN: Shirley Roddy]  
2730 McKean Street, Suite 1, San Diego, CA 92136

[80% of PWC Line Items 0002 and 0003 are mailed to the NPWC address]

### **ACCOUNTING AND APPROPRIATION DATA:**

Fund credited to: FISC SAN DIEGO BP38 ACCOUNT  
97X4930.NC1A 000 38007 000367 7T SDORECLAIM1B

# SPECIFICATION MIL-F-24951B (SA)

|                              |
|------------------------------|
| Not Measurement<br>Sensitive |
|------------------------------|

MIL-F-24951B (SA)  
10 FEBRUARY 1995  
SUPERSEDING  
MIL-F-24951A (SA)  
17 NOVEMBER 1993

## MILITARY SPECIFICATION

### FUEL OIL RECLAIMED

This specification is approved for use by the Department of the Navy and is available for use by all Departments and Agencies of the Department of Defense.

#### 1. SCOPE

1.1 Scope. This specification covers Fuel Oil, Reclaimed (Stock Number NSN 9140-01-068-6903) which is produced as a product of Navy reclamation operations (product use is described in 6.1).

#### 2. APPLICABLE DOCUMENTS

##### 2.1 Government documents.

2.1.1 Standards. The following standards form a part of this document to the extent specified herein. Unless otherwise specified, the issues of these documents are those listed in the issue of the Department of Defense Index of Specifications and Standards (DODISS) and supplement thereto, cited in the solicitation.

Beneficial comments (recommendations, additions, deletions) and any pertinent data which may be of use in improving this document should be addressed to Commanding Officer, Navy Petroleum Office, 8725 John J. Kingman Road, Suite 3719, Fort Belvoir, VA 22060-6222, by using the self-addressed Standardization Document Improvement Proposal (DD Form 1426) appearing at the end of this document or by letter.

AMSC N/A

FSC 9140

DISTRIBUTION STATEMENT A. Approved for public release; distribution is unlimited.  
STANDARDS

FEDERAL

FED-STD-313 - Material Safety Data Sheets

## SPECIFICATION MIL-F-24951B (SA)

FED-STD-791 - Lubricants, Liquid Fuels, and Related  
Methods of Testing

Products;

### MILITARY

MIL-STD-105 - Sampling Procedures and Tables for  
Inspection by Attributes

MIL-STD-290 - Packaging of Petroleum and Related Products

Unless otherwise indicated, copies of Federal and Military specifications, standards and handbooks are available from the Standardization Document Order Desk, 700 Robbins Avenue, Building #4, Section D, Philadelphia, PA 19111-5094.

2.2 Non-Government Publications. The following documents form a part of this specification to the extent specified herein. The issues of the documents which are indicated as DOD adopted shall be the issue listed in the current DODISS and the supplement thereto, if applicable.

### AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

- |       |   |
|-------|---|
| D 88  | - Saybolt Viscosity   |
| D 93  | - Flash Point by Pensky-Martens Closed Tester,<br>Test Method For (DOD adopted)   |
| D 97  | - Pour Point of Petroleum Oils, Test Method For<br>(DOD adopted)  |
| D 129 | - Sulfur in Petroleum Products (General Bomb<br>Method), Test Method For (DOD adopted)  |
| D 287 | - API Gravity of Crude Petroleum and Petroleum<br>Products (Hydrometer Method), Test Method For<br>(DOD adopted)                        |
| D 396 | - Standard Specification for Fuel Oils  |
| D 445 | - Kinematic Viscosity of Transparent and Opaque<br>Liquids (and the Calculation of Dynamic<br>Viscosity), Test Method For (DOD adopted) |
| D 473 | - Sediment in Crude and Fuel Oils by Extraction   |
| D 482 | - Ash from Petroleum Products, Test Method For<br>(DOD adopted)   |

## **SPECIFICATION MIL-F-24951B (SA)**

- D 808 - Standard Test Method for Chlorine in New and Used Petroleum Products (Bomb Method)
- D 1796 - Water and Sediment in Fuel Oils by Centrifuge Method (Laboratory Procedure)
- D 4057 - Standard Method of Sampling Petroleum and Petroleum Products (manual) (DOD adopted)
- D 4177 - Standard Method of Sampling Petroleum and Petroleum Products (automatic) (DOD adopted)
- E 29 - Recommended Practice for Indicating Which Places of Figures Are to Be Considered Significant in Specified Limiting Values (DOD adopted)

(Application for copies should be addressed to the American Society for Testing and Materials, 1916 Race Street, Philadelphia, PA 19103.)

### **ENVIRONMENTAL PROTECTION AGENCY (EPA)**

Title 40 Code of Federal Regulations (CFR) part 266 - Standards for the Management of Specific Hazardous Wastes and Specific Types of Hazardous Waste Management Facilities

Title 40 Code of Federal Regulations (CFR) part 761 - Polychlorinated Biphenyls (PCBs) Manufacturing, Processing, Distribution in Commerce, and Use Prohibitions

(Application for copies of the above CFR documents should be addressed to the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402.)

(Non-Government standards and other publications are normally available from the organizations that prepare or distribute the documents. These documents also may be available in or through libraries or other information services.)

2.3 Order of Precedence. In the event of a conflict between the text of this document and the references cited herein (except for related associated detail specifications or specification sheets), the text of this document takes precedence. Nothing in this document, however, supersedes applicable laws and regulations unless a specific exemption has been obtained.



# SPECIFICATION MIL-F-24951B (SA)

## 3. REQUIREMENTS

3.1 General. Requirements contained herein are not subject to corrections for tolerance of test methods. If multiple determinations are made by the inspecting laboratory, average results will be used except for those test methods where repeatability data are given. In those cases, the average value derived from the individual results that agree within the repeatability limits given may be used at the discretion of the inspection authority, provided an indication is given of the total number of results obtained and the number falling outside the repeatability limits. For purposes of determining conformance with each requirement, an observed value or calculated value shall be rounded off ~~to~~ to the nearest unit ~~in~~ in the last right-hand place of figures used in expressing the limiting value, in accordance with the rounding-off procedures given in ASTM E 29.

3.2 Material. Fuel Oil, Reclaimed shall consist of a mixture of distillates and residual fuel and may contain used lubricants or other used oil products. The product must be in conformance with 40 CFR 266 for On-Specification Used Oil Fuel to meet the requirements of Fuel Oil, Reclaimed. A product that is subject to regulation as a hazardous waste or that is mixed with a hazardous waste does not meet the requirements of this specification.

3.2.1 Additives. The additives listed herein may be present singularly or in combination as a result of different fuel sources.

3.2.1.1 Stabilizer Additives. Fuel Oil Stabilizer Additive, conforming to DOD-A-24682 (and listed in the current QPL-24682, may have been blended into the original distillate fuel for additional protection against deterioration at a dosage up to 100 milligrams per liter (37.9 grams/100 gallons (U.S.) or 35 pounds/ 1,000 barrels).

3.2.1.2 Antioxidants. An approved antioxidant may have been blended into the original jet fuel to prevent the formation of gums and peroxides after manufacture. The concentration of the antioxidant may range from 17.2 mg to 24 mg of active ingredient per liter of fuel (6.0 to 8.4 lb/1000 barrels). The following antioxidant formulations are approved:

- a. 2,6-di-tert-butyl-4-methylphenol
- b. 6-tert-butyl-2,4-dimethylphenol
- c. 2,6-di-tert-butylphenol
- d. 75 percent minimum-2,6-di-tert-butylphenol 25 percent maximum tert-butylphenols and tri-tert-butylphenols
- e. 72 percent minimum 6-tert-butyl-2,4-dimethylphenol 28 percent maximum tert-butyl-methylphenols and tert-butyl-dimethylphenols

## SPECIFICATION MIL-F-24951B (SA)

3.2.1.3 Metal Deactivator. A metal deactivator, N,N- disalicyclidene-1, 2 propanediamine may have been blended into the original fuel in an amount not to exceed 5.8 milligrams of active ingredient per liter of fuel (2.2 grams/100 gallons (U.S.) or 2 lb/1,000 barrels).

3.2.1.4 Ignition Improver. Ignition Improver additives may have been added to the original fuel to raise the ignition quality of the fuel. The following additives are approved:

Amyl Nitrate (mixed primary nitrates)  
Hexyl Nitrate (N-Hexyl Nitrate)  
Cyclohexyl Nitrate  
N-Octyl Nitrate

3.3 Chemical and Physical Requirements. The fuel shall conform to the physical and chemical requirements specified in Table I. The values provided for variability unless otherwise stated.

TABLE I. CHEMICAL AND PHYSICAL REQUIREMENTS.<sup>1/2/</sup>

| Characteristics              | Requirements | FED-STD-791<br>Test Method | ASTM<br>Test Method |
|------------------------------|--------------|----------------------------|---------------------|
| Flashpoint, °C (min.)        | 38           |                            | D 93                |
| Explosiveness, % (max.)      | 50           | 1151.1                     |                     |
| Water & Sediment, % (max.)   | 2.0          |                            | D 1796              |
| Sediment, % (max.)           | 0.5          |                            | D 473               |
| Density (API Gravity @ 60°C) | (25-40)      |                            | D 287               |
| Viscosity at 40°C, Cst       | 2.0 - 15.0   |                            | D 445               |
| Viscosity at 50°C, SU        | 30 - 90      |                            | D 88                |
| Pour Point, °C (max.)        | -6.7         |                            | D 97                |
| Neutrality                   | Neutral      | 5101                       | ----                |
| Sulfur content, % (max.)     | 2.0          |                            | D 129               |
| Sulfated Ash, % (max.)       | 0.15         |                            | D 482               |
| Trace metals, ppm (max.)     |              |                            |                     |
| Arsenic                      | 5            |                            | 3040*/3050          |
| Cadmium                      | 2            |                            | EPA SW-846          |
| Chromium                     | 10           |                            | and                 |
| Lead                         | 100          |                            | proposed            |
|                              |              |                            | method for          |
|                              |              |                            | evaluating          |
|                              |              |                            | solid               |
|                              |              |                            | waste               |
| Total Halogen <sup>3/</sup>  | 1000 ppm     |                            | ASTM D 808-87       |

\* Recommended only for non-sedimentaceous oils.

<sup>1/</sup> In the U.S., limits for sulfur, metals, halogens, PCBs or other constituents shall be as specified or as regulated by EPA,

## SPECIFICATION MIL-F-24951B (SA)

State or local regulations where the fuel is to be burned, whichever is more restrictive. In foreign countries the sulfur limit shall conform to the limit established in the Status of Forces Agreement.

2/ Requirements may vary in accordance with changes in Federal, State and local environmental regulations and with specific user equipment requirements.

3/ Fuel Oil, Reclaimed is intended to be managed as an On-Specification Used Oil Fuel under this specification in accordance with regulations for Used Oils provided by 40 CFR 266. Fuel Oil, Reclaimed containing more than 1,000 ppm total halogens is presumed to be a hazardous waste and is not acceptable for use under this specification. This presumption can be rebutted by demonstrating that the oil does not contain significant concentrations of hazardous waste, in which case the oil is acceptable for use under this specification and can be managed as a Used Oil Fuel under 40 CFR 266. Fuel Oil, Reclaimed containing more than 4,000 ppm total halogens that is not a hazardous waste is regulated as an Off-Specification Used Oil Fuel under 40 CFR 266.

3.4 Regulatory Requirements. Because Fuel Oil, Reclaimed is a product of a mixture of a variety of oils, the product is subject to regulation by 40 CFR 266, Subpart E. Generators, suppliers and users of Fuel Oil, Reclaimed are also subject to applicable environmental regulations in 40 CFR 266.

### 4. QUALITY ASSURANCE PROVISIONS

4.1 Responsibility. Unless otherwise specified in the contract or purchase order, the Navy is responsible for the performance of all inspection requirements as specified herein. Except as otherwise specified in the contract or purchase order, the Navy may use its own or any other facilities suitable for the performance of the inspection requirements specified herein.

4.2 Bulk Lot. Bulk lot shall be considered an indefinite quantity of a homogeneous mixture of material offered for acceptance in a single isolated container.

4.3 Homogeneity. The homogeneity of the product will be determined by measuring density (API Gravity) using ASTM Test

4.4

4.5 Method D 287. Lots will be considered homogeneous if the determinations for the upper, middle and lower samples do not vary from the average by more than 0.5 for API Gravity.

4.4 Sampling.

4.4.1 Sampling for Tests. Samples for tests shall be taken in accordance with ASTM D 4057 or 4177. Samples shall be tested in accordance with Table I and 4.5. Upper, middle and lower samples

## **SPECIFICATION MIL-F-24951B (SA)**

will be taken as described in ASTM D 4057 or 4177. Samples may be composited to a single sample if the lot is homogeneous. If the lot is not homogeneous, specification tests will be performed separately on the upper, middle and lower samples.

4.5 Inspection. Inspection shall be performed in accordance with method 9601 of FED-STD-791.

4.6 Test Reports. Test data shall be reported in the same order as listed in Table I.

### **5. PREPARATION FOR DELIVERY**

5.1 Packaging, Packing and Marking. Packaging, packing and marking shall be in accordance with MIL-STD-290. The level of packaging, level of packing, type, and size shall be as specified (see 6.2.1).

## SPECIFICATION MIL-F-24951B (SA)

### 6. NOTES

6.1 Intended Use. Fuel Oil, Reclaimed can be used as a substitute for ASTM D 396 either directly or as a blend in stationary fuel-burning furnaces for heating buildings, for the generation of steam or other purposes.

6.2 Navy Responsibilities. The Navy is responsible for assuring that the Fuel Oil, Reclaimed meets all the requirements listed in Table I.

6.3 User Responsibilities. The user is responsible for any on-site blending and all operational or equipment modifications necessary to assure that the Fuel Oil, Reclaimed is burned in a safe, efficient and environmentally sound manner as specified in MO-911, Utilization of Navy Generated Waste Oils as Burner Fuel. ~~2~~

#### 6.4 Subject Term (Keyword) Listing.

Shore Boiler Fuel  
F.O.R.  
Fuel  
Recycle Fuel  
Reclaimed Oil

6.5 Changes from Previous Issue. Marginal notations are not used in this revision to identify changes with respect to the previous issue due to the extensiveness of the changes.

6.6 National Stock Number. The following National Stock Number has been assigned to the fuel covered by this specification:

Gallon (COG 1B Item) 9140-01-068-6903

Custodians:  
Navy - SA

Preparing Activity:  
Navy - SA  
(Project 9140-N107)

Review Activities:  
Navy - YD, MC, CG  
DLA - PS

# MATERIAL SAFETY DATA SHEETS

## MATERIAL SAFETY DATA SHEET

Fleet and Industrial Supply Center  
Manchester Fuel Department  
Building 467  
Bremerton, WA 98314-5100  
(206) 476-2135

Date:

PRODUCT NAME: FUEL OIL, RECLAIMED (FOR)

CHEMICAL DESCRIPTION: A BLEND OF VARIOUS PETROLEUM FUELS AND USED LUBRICATING OILS

CHEMICAL FAMILY: PETROLEUM HYDROCARBONS

DOT PROPER SHIPPING NAME: COMBUSTIBLE LIQUID, N.O.S (PETROLEUM HYDROCARBONS)

UN/NA NUMBER: NA1993

DOT HAZARD CLASS: COMBUSTIBLE LIQUID

COMPOSITION COMMENT: THIS MATERIAL IS A BLEND OF DIESEL FUEL, MILITARY AVIATION FUELS (JP4, JP5, JP8) AND VARIOUS USED LUBRICATING AND ENGINE OILS. THE PRODUCT MAY CONTAIN THE FOLLOWING COMPONENTS:

|  |              |
|--|--------------|
| PETROLEUM HYDROCARBONS                   | APPROX. 100% |
| TRIMETHYL BENZENE (CAS # 25551-13-7)     | < 0.1%       |
| NAPHTHALENE HYDROCARBONS (CAS # 91-20-3) | < 0.1%       |
| BENZENE (CAS # 71432)                    | < 0.1%       |
| XYLENES (CAS # 1330-20-7)                | < 0.1%       |

(List is not all inclusive. Other components may be present)

PHYSICAL DESCRIPTION: dark brown oily liquid, petroleum odor

pH: NA

VAPOR PRESSURE: unknown

VAPOR DENSITY: unknown

BOILING POINT: unknown

POUR POINT: < -7 deg. C

SOLUBILITY: insoluble in water, completely soluble in oil

SPECIFIC GRAVITY: 0.83-0.90

EVAPORATION RATE: unknown

VISCOSITY: 2.0-15 centistokes @ 40 deg. C

PERCENT VOLATILE: unknown

STABILITY AND REACTIVITY:

## MATERIAL SAFETY DATA SHEETS

### Disclaimer of Liability

The information in this MSDS was obtained from sources which we believe are reliable. HOWEVER, THE INFORMATION IS PROVIDED WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, REGARDING ITS CORRECTNESS.

The conditions or methods of handling, storage, use and disposal of the product are beyond our control and may be beyond our knowledge. FOR THIS AND OTHER REASONS, WE DO NOT ASSUME RESPONSIBILITY AND EXPRESSLY DISCLAIM LIABILITY FOR LOSS, OR DAMAGE OR EXPENSE ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE HANDLING, STORAGE, USE OR DISPOSAL OF THE PRODUCT.

This MSDS was prepared and is to be used only for this product. If the product is used as a component in another product, this MSDS information may not be applicable.

## MATERIAL SAFETY DATA SHEETS

For fires involving this material; do not enter any enclosed or confined fire space without proper protective equipment. This may include self-contained breathing apparatus to protect against the hazardous effects of normal products of combustion or oxygen deficiency. Cool tanks and containers exposed to fire with water.

**COMBUSTION PRODUCTS:**

Normal combustion forms carbon dioxide and water vapor; incomplete combustion can produce carbon dioxide.

**FIRST AID MEASURES**

**EYES:** No first aid procedures are required. However, as a precaution, flush eyes with fresh water for 15 minutes. Remove contact lenses, if worn.

**SKIN:** Remove contaminated clothing. Wash skin thoroughly with soap and water. See a doctor if any signs or symptoms described in this document occur. Discard contaminated non-waterproof shoes and boots. Wash contaminated clothing.

**INGESTION:** If swallowed, give water or milk to drink and telephone for medical advice. DO NOT make person vomit unless directed to do so by medical personnel. If medical advice cannot be obtained, then take the person to nearest medical emergency treatment center or hospital.

**INHALATION:** Move the person to fresh air. For respiratory distress, give air, oxygen, or administer cardiopulmonary resuscitation (CPR) if necessary. If effects continue, see a doctor.

**NOTE TO PHYSICIANS:** Ingestion of this product or subsequent vomiting can result in aspiration of light hydrocarbon liquid which can cause pneumonitis.

Eliminate all sources of ignition in the vicinity of spill or released vapor. Contain spill.

Clean up spills immediately, observing precautions in Exposure Controls/ Personal Protective Equipment section. This material is considered to be a water pollutant and releases of this product should be prevented from contaminating soil and water and from entering drainage and sewer systems. Clean up small spills using appropriate techniques such as sorbent materials or pumping. Where feasible and appropriate, remove contaminated soil. Follow prescribed procedures for reporting and responding to larger releases. The spilled material and any water or soil which it has contacted may be hazardous to animal/aquatic life.

Regulations require reporting spills of this material that could reach any surface waters. The toll free number for the U. S. Coast Guard National Response Center is 1-800-424-8802. Comply with all applicable laws and regulations for reporting spills and disposing of spilled or cleaned up material.



## MATERIAL SAFETY DATA SHEETS

**CARCINOGENICITY:** This product contains a mixture of petroleum hydrocarbons called middle distillates (boiling between 380F and 700F). Toxicology data developed on some middle distillates found that they caused positive responses in some mutagenicity tests and caused skin cancer when repeatedly applied to mice over their lifetime. This product may contain some middle distillates found to cause those adverse effects.

**PERSONAL PROTECTIVE EQUIPMENT**

**EYE/FACE PROTECTION:** No special eye protection is usually necessary. Eye protection is highly recommended in conditions where petroleum is being misted.

**SKIN PROTECTION:** Avoid contact with skin or clothing. Skin contact should be minimized by wearing protective clothing or gloves.

**RESPIRATORY PROTECTION:** No special respiratory protection is normally required. However, if operating conditions create high airborne concentrations, the use of an approved respirator is recommended.

**ENGINEERING CONTROLS:** Use this material only in well-ventilated areas.

**OTHER HYGIENIC PRACTICES:** Use good personal hygiene practices. Wash hands before eating, drinking, smoking or using toilet facilities. Remove soiled clothing and launder before re-use.

**FLAMMABLE PROPERTIES:**

**FLASH POINT (ASTM D93):** 100-200 Deg F

**AUTO IGNITION:** Approx. 495F (Based on NFPA "Fuel Oil No. 2")

**FLAMMABILITY LIMITS (% by volume in air):** Lower: approx. 0.8 Upper: approx. 7.5 (Based on NFPA "Fuel Oil No. 2")

**EXTINGUISHING MEDIA:** CO2, Dry Chemical, Foam and Water Fog

**HANDLING AND STORAGE:** DO NOT USE OR STORE near flame, sparks or hot surfaces. USE ONLY IN WELL VENTILATED AREA.

**FIRE AND EXPLOSION HAZARDS:** Moderately combustible. When heated above the flash point, this material will release flammable vapors which if exposed to an ignition source can burn in the open or be explosive in confined spaces. Mists or sprays may be flammable at temperatures below the normal flash point.

**FIRE FIGHTING INSTRUCTION:**

Liquid evaporates and forms vapor that can catch fire and burn with explosive violence. Invisible vapor spreads easily and can be set on fire by many sources such as pilot lights, welding equipment, and electrical motors and switches.

## MATERIAL SAFETY DATA SHEETS

HAZARDOUS DECOMPOSITION PRODUCTS: unknown

CHEMICAL STABILITY: Stable

CONDITIONS TO AVOID: No data available

INCOMPATIBILITY WITH OTHER MATERIALS: May react with strong oxidizing agents, such as chlorates, nitrates, peroxides, etc.

HAZARDOUS POLYMERIZATION: Polymerization will not occur.

**SUMMARY OF HAZARDS**

- COMBUSTIBLE LIQUID
- HARMFUL OR FATAL IF SWALLOWED-CAN ENTER THE LUNGS AND CAUSE DAMAGE
- CAUSES SKIN IRRITATION UPON PROLONGED OR REPEATED CONTACT

ACUTE HAZARDS: Liquid, mist or vapor contact can irritate eyes, skin, and the respiratory and digestive tracts.

EYE: This substance is not expected to cause prolonged or significant eye irritation.

SKIN: This substance is a moderate skin irritant so contact with the skin could cause prolonged (days) injury to the affected area. The degree of injury will depend on the amount of material that gets on the skin and the speed and thoroughness of the first aid treatment. Prolonged or repeated contact with this material may result in skin absorption and produce toxic effects.

INGESTION: This material can irritate the mouth, throat, and stomach and cause nausea, vomiting, diarrhea and restlessness. Because of the low viscosity of this substance, it can directly enter the lungs if it is swallowed. (This is called aspiration). This can occur during the act of swallowing or when vomiting the substance. Once in the lungs, the substance is very difficult to remove and can cause severe injury to the lungs and death.

INHALATION - primary route: Exposure can cause irritation to the nose, throat and lungs. Prolonged breathing of vapors can cause central nervous system effects (dizziness, Loss of coordination, coma and death) depending on the concentration/duration of exposure.

**SIGNS AND SYMPTOMS OF EXPOSURE:**

SKIN - primary route: Moderate skin irritation can occur upon short term exposure. Symptoms may include pain or a feeling of heat, discoloration, swelling and blistering.

INHALATION: Central nervous system effects may include one or more of the following: headache, dizziness, loss of appetite, weakness and loss of coordination.

**CHRONIC EFFECTS:**

Exposure to this material may cause cardiac sensitization. Long term tests show that similar petroleum distillates have produced skin, liver, and kidney tumors in laboratory animals. Avoid prolonged or repeated contact.

Potential reproductive hazard.

Personnel with pre-existing central nervous system disease, skin disorders, or chronic respiratory diseases should avoid exposure to this product. Reports in the literature conclude that long-term exposure to jet fuels may result in changes in 1) the incidence and prevalence of psychiatric symptoms 2) psychological tests and 3) EEGs. These studies were conducted in specific work situations where there were exposures to jet fuels.

# **SAMPLE – IRREVOCABLE STANDBY LETTER OF CREDIT**

(NOTE: FORM MY VARY, SUBSTANCE MAY NOT)

## **BANK LETTERHEAD**

### **IRREVOCABLE STANDBY LETTER OF CREDIT**

TO: ATTN: GROUND FUELS DIVISION II, DIRECT DELIVERY FUELS, CONTRACTING OFFICER  
DEFENSE ENERGY SUPPORT CENTER (DESC)-PLC  
8725 JOHN J. KINGMAN RD STE 4950  
FORT BELVOIR VA 22060-6220

EFFECTIVE DATE: \_\_\_\_\_

AMOUNT OF LETTER OF CREDIT: \$ \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

CONTRACT NUMBER: SP0600- \_\_\_\_\_

LETTER OF CREDIT NUMBER: \_\_\_\_\_

To Whom It May Concern:

We hereby establish our "Irrevocable Standby Letter of Credit" in your favor, available by your draft/s at sight, drawn on (Name of Bank issuing this Standby letter of Credit) accompanied by a manually signed statement that the signer is "an authorized representative of the Defense Energy Support Center", and one or both of the following statements:

a. "I hereby certify that the United States Government has delivered product under the terms of Contract Number SP0600-\_\_\_\_\_ and that (Contractor) has not paid under the terms of that contract, and as a result owes the Government \$\_\_\_\_\_."

b. "I hereby certify that (Contractor) has failed to take delivery of product under the terms of Contract Number SP0600-\_\_\_\_\_, and as a result owes the Government \$\_\_\_\_\_."

Drafts must be presented for negotiations on or before the expiration date of this Letter of Credit, (Expiration Date), at our bank. The Government may make multiple drafts against this Letter of Credit.

This Letter of Credit is subject to the Uniform Customs and Practice of Documentary Credits (1993 Revision, International Chamber of Commerce Publication No. 500) and except as may be inconsistent therewith, to the Uniform Commercial Code in effect on the date of issuance of this Letter of Credit in the state in which the issuer's head office within the United States is located.

We hereby agree with the drawers, endorsers and bona fide holders that all drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored upon presentation and delivery of the above documents for negotiation at our bank on or before the expiration date.

Very truly yours,

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Typed Name and Title)